

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFICER TO COMPLETE BLOCKS 12, 17, 25, 26, & 30		1. REQUESTION NUMBER 514556		PAGE OF 1 22	
2. CONTRACT NO. GS-10F-0240U		3. AWARD/ EFFECTIVE DATE 08/30/2011		4. ORDER NUMBER AG-3198-D-11-0050	
7. FOR SOLICITATION INFORMATION CALL: Charles Cunningham		5. TELEPHONE NUMBER (No collect calls) 703-305-2256		6. SOLICITATION NUMBER	
8. ISSUED BY FNS-HQ-MGMT-ASD-CMB 3101 PARK CENTER DRIVE ROOM 228 ALEXANDRIA VA 22302		9. CODE FNS-HQ-MGMT-2		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> N/A	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 12 MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER DFARS (48 CFR 101)	
14. DELIVER TO FNS-HQ-OANE 3101 PARK CENTER DRIVE ROOM 1014 ALEXANDRIA VA 22302		15. CODE FNS-HQ-OANE		16. ADMINISTERED BY FNS-HQ-MGMT-ASD-CMB 3101 PARK CENTER DRIVE ROOM 228 ALEXANDRIA VA 22302	
17a. CONTRACTOR OFFEROR IMPAQ INTERNATIONAL LLC 10420 LITTLE PATUXENT PKW SUITE 300 1100140860# COLUMBIA MD 21044-3533		17b. CODE 1100140860#		17c. FACILITY CODE	
18. PAYMENT WILL BE MADE BY FNS, HQ, ACCOUNTING DIVISION 1 3101 PARK CENTER DRIVE, ACD-1 ACCOUNTING DIVISION INVOICE PROCESSING SECTION, RM 724 ALEXANDRIA VA 22302		19. CODE FNS-HQ-ACD1-INV		20. CODE FNS-HQ-MGMT-ASD	
21. CHECK IF PERMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
22. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK 19 IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
23. ITEM NO.	24. SCHEDULE OF SUPPLIES/SERVICES	25. QUANTITY	26. UNIT	27. UNIT PRICE	28. AMOUNT
	Tax ID Number: (b)(4) DUNS Number: 088656512 Food Typically Purchased with SNAP Accounting Info: FN00.ZZ.ZZ.ZZZZZZ.ZZZZZZZZ.ZZ.ZZZZZZZZ.ZZ.104133700. 2540.ZZ.ZZZZZZZZZZ.ZZZZZZZZ Agency Code (4): FN00 Program Code (25): 104133700 BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZZ Job Code (8): ZZZZZZZZZZ Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZ Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				
29. ACCOUNTING AND APPROPRIATION DATA See schedule				30. TOTAL AWARD AMOUNT (For Govt. Use Only) \$739,802.00	
31a. SOLICITATION INCORPORATES BY REFERENCE FAR 82.212-1, 82.212-4, FAR 82.212-8 AND 82.212-6 ARE ATTACHED. ADDENDUM				31b. ARE <input type="checkbox"/> ARE NOT ATTACHED.	
32. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 82.212-4, FAR 82.212-6 IS ATTACHED. ADDENDUM				32b. ARE <input type="checkbox"/> ARE NOT ATTACHED.	
33. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				34. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
35. SIGNATURE OF OFFEROR/CONTRACTOR				36. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
37a. NAME AND TITLE OF SIGNER (Type or print) Michael P. Kirsch, Chief Operating Officer				37b. DATE SIGNED 8/31/2011	
38. NAME OF CONTRACTING OFFICER (Type or print) RICHARD G. HICKS				39. DATE SIGNED 8/31/2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Budget Org (7): ZZZZZZZ Sub Budget Org (2): ZZ Report Category (4): ZZZZ Period of Performance: 08/29/2011 to 12/31/2013 Foods Typically Purchased with SNAP Product/Service Code: B599 Product/Service Description: OTHER SPECIAL STUDIES AND ANALYSES The total amount of award: \$739,802.00. The obligation for this award is shown in box 26.				739,802.00
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YYMMDD)	42d. TOTAL CONTAINERS

The contractor shall provide all management, supervision, labor and equipment, and shall plan, schedule, coordinate and assure effective performance of all services/tasks as described herein.

The period of performance of the task order shall be date of award plus 73 weeks.

TASK ORDER PRICING

GSA Labor Category	Rate	Hours	Total
(b)(4)			
Totals	(b)(4)		

SUBTASKS	DESCRIPTION	FIXED PRICE
	(b)(4)	
Total		\$739,802

Other Direct Costs (ODCs):

Description	Total
(b)(4)	

*Please note, pursuant to FAR 8.402(f), the Government does not intend to order ODCs that are not awarded on your Federal Supply Schedule in excess of the micro-purchase threshold.

Total Fixed-Price for the task order: **\$739,802**

SUPPLIES OR SERVICES TO BE PROVIDED

This procurement provides for the acquisition of services under GSA Schedule 874 Mission Oriented Business Integrated Services (MOBIS), SIN 874-1 MOBIS Consulting Services, specifically, *"studies, analyses, scenarios, and reports relating to mission-oriented business programs or initiatives, such as defense studies, tabletop exercises or scenario simulations"*.

DESCRIPTIONS/SPECS/WORK STATEMENT

GENERAL OVERVIEW

Available evidence indicates that the diets and food choices of most Americans are less than ideal, and that the diets of low-income individuals are similar to diets of higher income individuals¹. Concern is frequently expressed that Supplemental Nutrition Assistance Program (SNAP) (formerly known as Food Stamps) benefits are spent on unhealthy foods, however little direct purchase data has been available to the Food and Nutrition Service (FNS) that identifies what foods SNAP recipients purchase with their benefits.

The Office of Research and Analysis (ORA) in the USDA's Food and Nutrition Service (FNS) is seeking research proposals to, in consultation with FNS, obtain and analyze potentially nationally representative point-of-sale data and/or other data on the retail food purchases of households using their SNAP benefits.

Data sources might include those maintained by large store chains, loyalty card companies and/or commercial and other sources, for example. Agreements with academic holders of store data are also a likely source of data.

SNAP is the cornerstone of the Federal food assistance system and helped put food on the table for more than 40 million people per month in FY 2010. It provides low-income households with electronic benefits they can use to buy eligible items at authorized SNAP retailers.

With their benefits, households may buy a wide variety of foods for home preparation and consumption, as well as seeds and plants to produce food for the household. Benefits may not be used to buy foods sold hot at the point of sale, alcohol, some energy drinks and products deemed to be supplements, or any non-food items. (For a fuller explanation of benefits see the SNAP program page on foods eligible for purchase <http://www.fns.usda.gov/snap/faqs.htm#10>.)

In June 2004, SNAP, then called the Food Stamp Program², completed a transformation from paper coupons to an electronic benefits transfer (EBT) system. Participants receive a plastic EBT card (similar to a bank debit card) which allows them to access the benefits for which they are eligible each month. At the cash register, the cashier enters the purchase amount and the customer approves it. Then the customer or cashier swipes the EBT card through the card reader and enters a personal identification number to secure

¹ Cole, N., Fox, M.K. (2008). *Diet Quality of Americans by Food Stamp Participation Status: Data from the National Health and Nutrition Examination Survey*. Washington, DC: Abt Associates, Inc.; Guenther, P.M., Juan, W., Mark, L., Hiza, H.A., Fugwe, T., Lucas, R. (2008). Diet Quality of Low-Income and Higher Income Americans in 2003-04 as Measured by the Healthy Eating Index-2005. *Nutrition Insight*, 42.

² Before October 1, 2008 the SNAP program was called the Food Stamp program.

the transaction. The system deducts the exact amount of the purchase from the customer's EBT account. The EBT system does not collect information at the point-of-sale on what specific items are purchased.

With the conversion to EBT, information about the exact dollar amount of each purchase, along with its location and time first became available. The agency could then match individual food stamp households to their purchases because each household has a unique identifier that is recorded on the EBT vendor's transaction log³. This matching ability enabled research into the purchasing behavior of subgroups of Program recipients, as in a study of Maryland food stamp recipients' access to food stores⁴.

Internal to the program, FNS maintains a master file with information about each EBT SNAP transaction through the ALERT (Anti-Fraud Locator for EBT Redemption Transaction) system and the STARS (Store Tracking and Redemption Subsystem)⁵. Previous examinations of FNS ALERT data, and matched Quality Control (QC)-ALERT data, describe how participants redeem their SNAP benefits (including the number and types of stores frequented by clients, the timing and amount of purchases during the month, the timing of benefit exhaustions, and the amount of benefits carried over into following months^{6,7}.

In order to understand better the impacts of program participation on diet and nutrition, FNS has relied on a variety of nationally representative surveys⁸. Some of these surveys have measured household expenditures on food, whereas others have focused on food consumption at home, either at the household or individual level. Those sources included the National Food Stamp Program Survey (NFSPS), collected in 1996, the National

³ Kirlin, John and Nancy Cole (1999). *Feasibility Study of Capturing Food Data at Checkout*. Report for the Food and Nutrition Service, USDA. <http://www.fns.usda.gov/ora/menu/published/SNAP/FILES/Other/sumchkout.htm>

⁴ Nancy Cole, 1996. "Evaluation of the Expanded EBT Demonstration in Maryland: Food Store Access and Its Impact On the Shopping Behavior of Food Stamp Households." for USDA. <http://www.fns.usda.gov/ora/menu/published/snap/FILES/Other/checkout.pdf>

⁵ ALERT is the acronym for the Anti-Fraud Locator for EBT Redemption Transaction system. ALERT files contain one record for each transaction initiated by an EBT cardholder. State agencies, through their EBT vendors, are required to submit EBT transaction data to the ALERT system every month. The Store Tracking and Redemption Subsystem (STARS) is used by FNS for store authorization, monitoring, and investigation. When data from STARS is linked to the ALERT data, it is possible to identify the type and location of the store in which each purchase transaction occurred. It is updated daily.

⁶ Cole, Nancy and Ellie Lee (2005). *Analysis of EBT Benefit Redemption Patterns: Methods for Obtaining, Preparing, and Analyzing the Data*. Report for the Food and Nutrition Service, USDA. <http://www.fns.usda.gov/ora/MENU/Published/snap/FILES/ProgramOperations/EBTRedemptionTables.pdf>

⁷ Castner, Laura and Juliette Henke (2011). *Benefit Redemption Patterns in the Supplemental Nutrition Assistance Program*. U.S. Department of Agriculture, Food and Nutrition Service, Office of Research and Analysis, Project Officer: Anita Singh, Alexandria, VA: February 2011.

⁸ A list of other commonly used data sets can be found at: <http://www.crs.usda.gov/briefing/foodnutritionassistance/data/#psid>

Health and Nutrition Examination Survey (NHANES) data⁹ and the diary component of the Consumer Expenditure survey¹⁰. None of these data distinguish between food purchased with SNAP benefits and food purchased with other household resources. Other USDA efforts, such as the National Household Food Acquisition and Purchase Survey (FoodAPS)¹¹, will examine food purchase behavior via survey.

In 2005, the National Research Council panel on enhancing the data infrastructure in support of food and nutrition programs¹² examined the potential uses of proprietary data for looking at food purchase and consumption behavior. Two types of data are mentioned, scanner data (or point-of-sale data) collected at the store level, and household surveys, like AC Nielsen Homescan data –which records purchases at the household level as reported by survey participants. The Council report described several limitations of scanner data, including coverage incompleteness by store chain or type, gaps for foods which lack UPC (Universal Product Code) codes (like many fruits and vegetables) and considerable participant burden leading to selection bias. The panel agreed, however, that both surveys and store scanner sources of data need to be pursued further.

STUDY OVERVIEW

This effort is designed to examine existing data to determine what foods are typically purchased with SNAP benefits, what foods are purchased together, and how households vary their product mixes over a given period of time either intra-monthly or on a month to month basis over time.

RESEARCH OBJECTIVES

The primary purpose of this study is to determine what foods are typically purchased with SNAP benefits. The findings from this project will:

- Inform policy recommendations; and
- Contribute to the knowledge base of SNAP program managers, scientists and other program stakeholders.

⁹ Cole, Nancy and Mary Kay Fox (2008). *Diet Quality of Americans by Food Stamp Participation Status: Data from the National Health and Nutrition Examination Survey, 1999-2004. Report for the Food and Nutrition Service, USDA.* <http://www.fns.usda.gov/ora/menu/Published/snap/FILES/Participation/NHANES-FSP.pdf>

¹⁰ Castner, Laura and James Mabli (2010). *Food Expenditures and Diet Quality Among Low-Income Households and Individuals.* July 2010. <http://www.fns.usda.gov/ora/menu/Published/SNAP/FILES/Other/FoodExpendDietQuality.pdf>

¹¹ http://www.ers.usda.gov/Briefing/FoodMarketingSystem/food_aps.htm

¹² National Research Council. (2005). *Improving Data to Analyze Food and Nutrition Policies.* Panel on Enhancing the Data Infrastructure in Support of Food and Nutrition Programs, Research, and Decision Making. Committee on National Statistics, Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

This study has five research objectives which are described below. The objectives that are ultimately addressed by this study will be driven by the features of the available data that has been proposed by IMPAQ. The specific research questions identified under objectives 1 and 2 below are examples and are not an exhaustive list of analyses to be conducted. The healthfulness of foods purchased will also be an important dimension of the final set of research questions and analyses. This requires examining purchases below the major food category and identifying a variety of indicators of food healthfulness in addition to simply tabulating the frequency, dollars spent, and amounts of foods purchased.

The primary research questions are described below in descending order of priority and ascending order of information requirements. Objective 1 below is the minimum objective that shall be met. FNS has interest in the other research objectives.

1. **Determine what food items are most frequently purchased with SNAP benefits during an average month?** For example:
 - What are the overall top 100 food items purchased both by frequency of purchase and by the share of the overall benefit amount redeemed?
 - What proportion of SNAP benefit expenditures are associated with each major food category, like fruits, vegetable, meats for example?
 - What are the top 10 foods items (both by frequency of purchase and share of benefit) purchased under each major food category? Categories could include USDA's food groups, food aisle groups or other groupings.
 - Among the most frequently purchased foods, what proportion of them are recommended for frequent, selective or occasional consumption?
 - How do purchase patterns vary over time or location – e.g. by weeks in a month, month, season, environmental conditions, store types, urbanicity and/or region?
2. **How do SNAP households use their benefits?** For example:
 - What is the average number of purchases made during a household's benefit month, and percent of benefits are spent on each major food category by SNAP household each month?
 - What is the range of product mixes purchased by SNAP households? Do households focus on a few key products or product categories? Do they spend their benefits on a wide array of foods?
 - What is the average percent of benefits spent per household on foods that are recommended for frequent, selective or occasional consumption during an average month?
 - Do these purchase patterns vary within households over time or location?
3. **Do these purchase patterns vary by SNAP household demographics or other characteristics, benefit amount or spell length?** These analyses will require linking transaction data with household characteristics data.

4. **How, do foods purchased by SNAP households with their benefits compare to foods purchased by those same households with other household resources?**
5. **How do foods purchased by SNAP households compare to foods purchased by non-SNAP households?**

SCOPE OF WORK

A critical component of this study is to identify and acquire data sources that address as many major research questions as possible. The first question can be addressed with data that is aggregated by food item or broken out by transaction. In either case, FNS is seeking, at a minimum, uniform product codes (UPC) and/or price look up (PLU) numbers to identify the products, along with information on price paid and amount purchased. It is also highly desirable to obtain some information on purchase time and location. Ideally, purchase data shall be acquired for a 12 month period to explore any potential seasonal variations in purchase volume and types of foods.

Addressing questions about household purchase patterns requires a unique identifier that can link SNAP purchases and transactions to specific households. If household identification also can be linked to FNS ALERT data, SNAP administrative records and/or loyalty card demographic data, the study shall examine the relationship between foods bought, where and when SNAP participants make other EBT purchases, and household characteristics.

Since a majority of SNAP households use both their benefits and other resources to buy food, a more complete purchase profile requires information on non-SNAP purchases. A subset of these non-SNAP purchases may be identified if the study data base includes a loyalty card identifier that is captured for both SNAP and non-SNAP purchases. There will also be a subset that can be identified in cases where one order is paid for by multiple tenders, e.g. SNAP and cash. The store loyalty card would only be needed to identify orders/purchases where no SNAP used. Alternatively, if the data file can be sorted by transaction and time of sale, it should be possible to identify both the SNAP and non-SNAP portions of combined purchases.

Some comparison between the purchases made with SNAP benefits and those made with all other forms of tender is desirable. FNS recognizes that if such a comparison is done with aggregate data, the non-SNAP purchases will include those made by program participants with other resources.

Product brand is of minimum importance to the study analysis. The primary application, if feasible, would be to distinguish SNAP purchases of generic food from brand name items.

FNS understands that the information needed is proprietary and that special requirements may be placed on the study report and any public use data file. The contractor shall be responsible for identifying all such requirements, meeting them and resolving any disputes with the providers about data use.

While a nationally representative sample of SNAP purchases is desirable, FNS will consider data sources not meeting that standard. At the same time, the Agency values data sources that provide maximum generalizability.

Descriptive and multivariate data analysis shall be carried out to address the study objectives described above and answer all agreed upon research questions.

STATEMENT OF WORK

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

PACKAGING AND MARKING

All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

All information submitted to the Contracting Officer or the COR shall include a cover sheet clearly marked with the name and address of the organization/contractor, Task Order, and/or modification number as appropriate, date, author(s) and the identification of the submission.

INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services—Fixed-Price.

INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

(End of clause)

GOVERNMENT FURNISHED DATA

The Government shall deliver to the Contractor the Government-furnished data described in the contract. Title to Government-furnished data shall remain with the Government. The Government shall retain all rights and privileges, including those of patent and copy, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any information or other materials furnished or made available under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in the contract.

DELIVERIES OR PERFORMANCE

SUBTASKS	DESCRIPTION	Due date (weeks from award)
(b)(4)		

		(b)(4)
Total		

CONTRACTING OFFICERS REPRESENTATIVE (COR)

SUBMISSION OF INVOICES

- USDA/Food and Nutrition Service
Administrative Operations Division, Financial Management
3101 Park Center Drive, 7th Floor
Alexandria, VA 22302

- (1) Name and address of the business concern,
- (2) Invoice number and invoice date;

- (3) **Contract number, Delivery Order number, Purchase Order number, Task Order number**, or other authorization for delivery of property or services actually delivered or rendered;
 - (4) Description, unit price, extended price, and quantity of property and services actually delivered or rendered with supporting documentation (i.e. travel receipts, etc.); **(IF REQUIRED BY THE TYPE OF CONTRACT)**
 - (5) Shipping and payment terms;
 - (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
 - (7) A certification statement saying that the funds have only been used for work for this contract;
 - (8) Name, title, phone number, and mailing address of person to notify in the event of a defective invoice; and
 - (9) Taxpayer Identification Number (TIN) or DUNS+4.
 - (10) Contractors **MUST** note **FINAL INVOICE** on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract.
- (b) All invoices submitted for payment must include a breakdown for each task affected by the invoice. For example, if you are submitting an invoice for Payment #1 and it includes work performed on subtasks 2, and 4, your breakdown must show the prices for each.

SPECIAL CONTRACT REQUIREMENTS

SECTION I CONTRACT CLAUSES

Please note, where alternates are required, the full text of the basic clause may be accessed at www.arnet.gov.

AGAR 452.237-76 Progress Reporting.

PROGRESS REPORTING (FEB 1988)

The contractor shall submit a progress report by the 20th of each month, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

- (a) A cover page containing:
 - (1) Contract number and title;
 - (2) Type of report, sequence number of report, and period of performance being reported;
 - (3) Contractor's name and address;
 - (4) Author(s); and
 - (5) Date of report.

(b) SECTION I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

(c) SECTION II - A description of overall progress plus a separate description of each subtask or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) SECTION III - A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.

(e) SECTION IV - A planning schedule shall be included with the first progress report for all assigned subtasks required under the contract, along with the estimated starting and completion dates for each subtask. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and--if behind planned progress--what corrective steps are planned.

(f) SECTION V - If applicable, financial information shall be submitted for each major subtask or line item cost.

Data shall include:

- (1) The total estimated cost budgeted (fee excluded).
- (2) The estimated cost expended during the current reporting period.
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable.
- (4) Total project to-date expenditures.
- (5) Total remaining funds.

(End of Clause)

AGAR 452.237-75 Restrictions Against Disclosure.

RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)

(a) The contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the contractor determines or has reason to suspect a breach of this requirement.

(b) The contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

AGAR 452.237-74 Key Personnel.

KEY PERSONNEL (FEB 1988)

(a) The contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

INTELLECTUAL PROPERTY RIGHTS

1. The United States of America, as represented by the Secretary of Agriculture, shall own all intellectual property rights in any property made or created under this contract, whether or not chosen by the Food and Nutrition Service (FNS).

A. The expression "intellectual property rights" includes, but is not limited to copyrights and trademarks.

- B. Upon request, the contractor formally shall assign such rights, in writing, to the United States of America as represented by the Secretary of Agriculture.
- C. If the contractor subcontracts for making or creating property that may be protected by intellectual property rights, the subcontractor shall be required to assign all such intellectual property rights to the United States of America as represented by the Secretary of Agriculture.

(End of clause)

52.224-1 Privacy Act Notification.

As prescribed in 24.104, insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

PRIVACY ACT NOTIFICATION (APR 1984)

The contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 Privacy Act.

As prescribed in 24.104, insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

PRIVACY ACT (APR 1984)

(a) The contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign,

development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)